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case seems even more questionable. Since they are unofficial statements, their hearsay element renders them less trustworthy, and their contents are neither matters of general notoriety nor of general public interest. Such reports are often made admissible evidence by statute. See, for example, INDIANA ACTS, 1907, ch. 241, § 5. But hearings before administrative boards are conducted under more liberal rules. See *Interstate Com. Comm. v. Baird*, 194 U. S. 25, 44, 24 Sup. Ct. 563, 569; *Cincinnati, H. & D. R. Co. v. Interstate Com. Comm.*, 206 U. S. 142, 149, 27 Sup. Ct. 648, 651. In general, even here, information gleaned outside a particular hearing may not be used to support the finding in that hearing. *Atlantic, C. L. R. Co. v. Interstate Com. Comm.*, 194 Fed. 449. See *United States v. Baltimore & O. S. W. Ry. Co.*, 226 U. S. 14, 20, 33 Sup. Ct. 5, 6; *Interstate Com. Comm. v. Louisville & Nashville R. Co.*, 227 U. S. 88, 93, 33 Sup. Ct. 185, 187. But this requirement seems to be merely to insure fairness, and nothing unfair appears in taking judicial notice of the contents of public records provided for the very purpose of informing the commission, and open to the use of all concerned.

GOOD WILL — SOLICITATION OF CUSTOMERS AFTER INVOLUNTARY SALE OF GOOD WILL. — The defendant was a member of a partnership in the boot trade which made an assignment for the benefit of creditors. The assignee sold the business with the good will to the plaintiff. The defendant later in the employment of another firm solicited the trade of his former customers. *Held*, that the defendant will not be enjoined. *Green & Sons v. Morris*, Weekly Notes 65 (Eng. Ch. Div., Feb. 6, 1914).

For a discussion of the question here raised, see this issue, p. 670.

HUSBAND AND WIFE — CONTRACTS BETWEEN HUSBAND AND WIFE — VALIDITY OF SEPARATION AGREEMENTS. — A husband and wife, living apart, made an agreement under seal with a trustee by which the husband promised, in contemplation of a reconciliation, to pay the wife a weekly allowance; and in the event of a future separation because of his drinking or cruelty, he agreed to pay for her comfortable maintenance. *Held*, that the agreement is valid. *Terkelsen v. Peterson*, 104 N. E. 351 (Mass.).

The Massachusetts court has held that a note given the wife by her husband in consideration of the resumption of the marital relation is void on the ground that it is against public policy for money to have influence in such a matter. *Merrill v. Peaslee*, 146 Mass. 460, 16 N. E. 271. *Contra*, *Barbour v. Barbour*, 49 N. J. Eq. 429, 24 Atl. 227; *Burkholder's Appeal*, 105 Pa. 31. As the court points out, however, the arrangement here is fixing a sum for the support of the wife, due her from him, and not a payment for her return. The stipulation for support in the contingency of fresh separation is more troublesome. A separation agreement to take effect immediately, or made when separation has occurred, is valid. *Clark v. Fosdick*, 118 N. Y. 7, 22 N. E. 1111; *Henderson v. Henderson*, 37 Ore. 141, 60 Pac. 597. But an agreement for a future separation is held void. *Hindley v. Westmeath*, 6 B. & C. 200. In the principal case the contingencies on which separation might occur, drinking and cruelty, would be grounds for divorce. This might well weigh in favor of the agreement, although it is to be remembered that courts wish to keep divorce matters in their own hands. *Harrison v. Harrison*, [1910] 1 K. B. 35. The court also says that the agreement is for payment after separation, and not for separation; but this distinction seems invalid and is not supported by the cases. On the whole the agreement here is certainly more in favor of the marriage relation than against it, and the court has justly held it valid. *Hite v. Hite*, 136 Ky. 529, 124 S. W. 815.

INJUNCTIONS — ACTS RESTRAINED — ILLEGAL CLAIM TO PUBLIC OFFICE. — The office held by the plaintiff was illegally declared vacant and a successor